

Morgan Stanley & Co. Incorporated
Individual Option Agreement Form

20116 (Rev. 6/94)

CLIENT INFORMATION

Name and Address of Beneficial Owner of Account

Name: Brewster Kahle

Address: 690 Fifth Street

San Francisco CA Zip: 94107

Employer America Online / WATS Inc

Number of Years Employed 3

Occupation/Position President of WATS Inc

Type of Business Internet Publishing

For Joint Accounts:

Spouse's/Joint Participant's
Employer _____ Number of
Years Employed _____

Occupation/Position _____

Type of Business _____

Financial Information:

Annual Compensation \$ 100K Income From Other
(combined if joint account) Sources (Real Estate,
Dividends, Interest, Other) \$ _____

Net Worth \$ _____ Liquid Net Worth \$ _____
(Exclusive of Principal (Cash, Securities, Other)
Residence)

Account Number

0 1 4 - 7 0 5 2 2 I.R. 5 0 8

New Option Agreement Form ☐

Revised Option Agreement Form ☐

Date of Birth 10/21/60

Marital Status M Number of
Dependents 1

INVESTMENT OBJECTIVES

Check One or More:

- ☒ Conservation of Capital
☒ Long Term Growth/Income Secondary
☐ Growth/Income
☐ Speculative Capital Gain
☐ Short Term Trading

TRADING EXPERIENCE

Number of years experience in trading the following (If none, please indicate "0"):

Buying Options 0 Selling Covered Options 0 Selling Uncovered Options 0 Equities 10 Bonds 0 Commodities 0

TRADING AUTHORIZATION

Will any order for this account be initiated by someone other than the beneficial owner? ☐ yes ☐ no
If so, by whom? (Name, address) _____

Occupation/Position _____ Employer _____

Relationship to beneficial owner (Investment Advisor, Relative, etc.) _____

Is there a Morgan Stanley Trading Authorization on file? ☐ yes ☐ no

Number of years experience of authorized person in trading the following (If none, please indicate "0"):

Buying Options _____ Selling Covered Options _____ Selling Uncovered Options _____ Equities _____ Bonds _____ Commodities _____

This account and all transactions executed for you are governed by the Option Agreement on the reverse side. By your signature hereunder you agree to be bound by this agreement and hereby confirm that the foregoing client information disclosed by you is accurate.

BAT 1/10/96
Customer Signature Date Joint Participant's Signature Date

FOR MORGAN STANLEY USE ONLY

Date(s) Disclosure Document(s) Furnished to the Client: General Disclosure Document _____, Other _____

Did Client Decline to Provide Any Information? ☐ yes ☐ no If yes, specify _____

Source of Information Presented Above: ☐ Client ☐ Other If other, specify _____

Signature of Investments Rep./Sales
Trader _____ Date _____ Signature of ROP _____ Date _____

Print ROP's Name

Print Investments Rep.'s/Sales
Trader's Name

Signature of SROP
(For Discretionary Accounts Only)

MORGAN STANLEY

OPTION AGREEMENT

The following sets forth our respective rights and obligations arising from your handling, purchasing, selling, assigning, exercising and/or endorsing puts and/or calls, or variations thereof ("options"), for my account.

In connection with such transactions for my account, I agree and represent as follows:

1. I have received from you, have read and understand the appropriate Options Disclosure Document ("ODD"), including but not limited to the information therein regarding position limits and exercise limits, the purposes and risks of transactions in options and the secondary market in options.

2. In effecting options transactions through you, I am aware of and agree to be bound by the rules of the Options Clearing Corporation ("OCC"), the various securities exchanges, securities associations, and other securities self-regulatory organizations having jurisdiction over options transactions. Without limiting the foregoing, I agree not to violate, either acting by myself (through you as broker or otherwise) or in concert with others, directly or indirectly, the rules of such organizations regarding position limits and/or exercise limits.

3. I am aware that trading in options may be highly speculative in nature and that on certain trading days, trading may cease with a resultant financial disadvantage to me. I am willing and able to evaluate, carry and bear the financial risks attendant to options trading, as described in the ODD referred to above.

4. In consideration of your carrying an account for me, I agree to hold you harmless from and against any and all losses, claims, damages and liabilities arising out of my account or in connection with the execution, purchasing, selling, assigning, exercising, endorsing of handling or any transaction therein, including those transactions recommended in good faith by your representative, except for actions taken or omitted to be taken which are a result of your bad faith, willful misconduct or gross negligence.

5. I agree that it is solely my obligation to be aware of the expiration date of my options contracts. I further agree to give you notice of my intention to exercise any option not later than the cutoff hours as may be prescribed from time to time by the exchange upon which the option is traded or, if applicable, as may be prescribed from time to time by you. Failure to give such notice will constitute an abandonment of such option on my part in which event it may be permitted to expire.

6. In keeping with your requirement that options trading may be deemed suitable for me, prior to effecting any options transactions in my account, I offer the information set forth in the strictest confidence. I am providing such information to demonstrate to you that options trading is not unsuitable for me in light of my investment objectives, financial situation, needs, experience and knowledge and I understand that you are relying upon it. I will promptly notify you of any significant changes that take place in any information furnished to you, including my investment objectives, financial situation and/or needs, prior to effecting any additional opening purchase or sale transactions.

7. In the event that I have a Customer's Agreement with you, this agreement supplements such Customer's Agreement and shall in no event be deemed to abrogate or in any other way diminish any of your rights under said Customer's Agreement; provided, however, that in the event of any conflict between the terms of this agreement and the terms of the Customer's Agreement, the provisions of this agreement shall prevail. Except as specifically amended by this agreement, all the terms and conditions of said Customer's Agreement shall remain effective with respect to all open commitments in options contracts now carried for my account as well as those hereafter made.

8. CHOICE OF DISPUTE RESOLUTION. ANY DISPUTE THE UNDERSIGNED MAY HAVE WITH YOU ARISING OUT OF, RELATING TO OR IN CONNECTION WITH YOUR BUSINESS, ANY TRANSACTION BETWEEN US OR THIS AGREEMENT SHALL BE DETERMINED BY ARBITRATION OR LITIGATION IN COURT AT THE ELECTION OF THE UNDERSIGNED. REGARDLESS OF WHETHER THE UNDERSIGNED CHOOSES TO PROCEED BY ARBITRATION OR LITIGATION, THE UNDERSIGNED AND YOU AGREE TO FOLLOW THE PROCEDURES, AND ABIDE BY THE REQUIREMENTS, LISTED IN PARAGRAPHS 9, 10 AND 11, BELOW.

9. ARBITRATION:

- ARBITRATION IS FINAL AND BINDING ON THE PARTIES.
- THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL.
- PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

ANY ARBITRATION SHALL BE CONDUCTED IN NEW YORK AND ONLY BEFORE THE NEW YORK STOCK EXCHANGE, INC., THE AMERICAN STOCK EXCHANGE, INC., THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC., OR ANY OTHER SELF-REGULATORY ORGANIZATION OF WHICH YOU ARE A MEMBER. THE UNDERSIGNED HAS THE RIGHT TO ELECT ONE OF THE FOREGOING ORGANIZATIONS, BUT IF THE UNDERSIGNED FAILS TO MAKE SUCH ELECTION BY CERTIFIED LETTER ADDRESSED TO YOU AT YOUR MAIN OFFICE BEFORE THE EXPIRATION OF TEN DAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM YOU TO MAKE SUCH ELECTION THEN YOU MAY MAKE SUCH ELECTION. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS CONSENT BY YOU TO AN AWARD OF PUNITIVE DAMAGES. THE AWARD OF THE ARBITRATORS, OR THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL:

- (i) THE CLASS CERTIFICATION IS DENIED;
- (ii) THE CLASS IS DECERTIFIED; OR
- (iii) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT.

SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

10. LITIGATION IN COURT. (A) UNLESS THE PARTIES OTHERWISE AGREE IN WRITING WHEN ANY DISPUTE ARISES, ANY LITIGATION MUST BE INSTITUTED IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK. (B) ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION IS HEREBY WAIVED BY ALL PARTIES TO THIS AGREEMENT.

11. APPLICABLE LAW; ENFORCEABILITY. THIS AGREEMENT, ITS ENFORCEMENT, AND ANY DISPUTE BETWEEN US, WHETHER ARISING OUT OF OR RELATING TO THE UNDERSIGNED'S ACCOUNTS OR OTHERWISE, SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAW RULES; and its provisions shall be continuous, shall cover individually and collectively all accounts which the undersigned may open or reopen with you, and shall inure to the benefit of your present organization and any successor organization, irrespective of any change or changes at any time in the personnel thereof, for any cause whatsoever, and of the assigns of your present organization or any successor organization, and shall be binding upon the undersigned, and/or the estate, executors, administrators, trustees, agents, officers, directors and assigns of the undersigned.

NOTICE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN PARAGRAPHS 8, 9, 10 AND 11.

Note: Morgan Stanley uses a Random Method for allocating assignment notices. This method allocates assignment notices pursuant to an automated procedure which randomly selects from among all customer short option positions, including positions established on the day of assignment, those contracts which are subject to exercise. All short option positions are liable for assignment at any time. A more detailed description of our Random Method is available upon request from your account representative.

OCC has established thresholds for equity and index option contracts whereby all expiring contracts at or above the appropriate threshold will be automatically exercised unless Morgan Stanley instructs OCC otherwise.